

MORTGAGE OF REAL ESTATE <sup>Book 1145 Page 327</sup> <sup>Jan 2 4 03 PM 1970</sup> Drissey, Attorneys at Law, Justice Building, Greenville, S. C.STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEOLLIE FARNSWORTH  
R. M. C.

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Erelene C. Nicholls

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Bank and Trust Company

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of -----Three Thousand Five Hundred Seventy Two and 95/100-----  
Dollars (\$ 3,572.95 ) due and payable

thirty (30) days from date,

with interest thereon from maturity at the rate of Eight per centum per annum, to be paid: on demand

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, on the north side of Darien Way, being shown and designated as Lot 42 on a plat of Property of Starr Manufacturing Co., Inc. and having the following metes and bounds, to-wit:

Beginning at an iron pin on the north edge of Darien Way, joint front corner of Lots 41 and 42, and running thence N-00 225 feet to an iron pin; thence N. 87-37 W. 198.6 feet to an iron pin; thence S. 2-00 E. along the line of Lot 43, 280.0 feet to an iron pin on the north edge of Darien Way, pin is 280 feet in direction of N. 85-00 E. from iron pin at intersection of Darien Way and unnamed street; thence along the north edge of Darien Way N. 85-00 E. 190.0 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage in favor of Southern Bank and Trust Company in the principal amount of \$4,218, dated January 31, 1969, recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1115, at Page 647.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.